

File #529-OR
Tampa Radiocontrol Aircraft Club, Inc.
Sec. 27 Twp. 28 Rge. 20
Folio: #62173.0000, 62121.0000, and 62123.0000

FIRST AMENDMENT TO MODEL AIRCRAFT LICENSE AGREEMENT

THIS FIRST AMENDMENT TO MODEL AIRCRAFT LICENSE AGREEMENT (“Amendment”), is made and entered into this _____ day of _____, 2018, by and between HILLSBOROUGH COUNTY, a political subdivision of the State of Florida (“County”), having a mailing address of P.O. Box 1110, Tampa, Florida 33601, and TAMPA RADIOCONTROL AIRCRAFT CLUB, INC., a Florida not-for-profit corporation (“TRAC”), having a mailing address of 2617 Giant Place, Seffner FL 33584.

RECITALS

WHEREAS, County and TRAC entered into that certain Model Aircraft License Agreement (“Agreement”) dated September 18, 2013, whereby County licensed to TRAC that certain real property (“Site”) for the purpose of operating a radio controlled model aircraft flying field; and

WHEREAS, TRAC’s continued use of the Site pursuant to the Agreement is consistent with Hillsborough County Board of County Commissioners Board Policy - 08.01.00.01, Use Of County Real Estate that allows approved entities the use of County-owned property for periods of more than thirty (30) days; and

WHEREAS, the Agreement contains an error in the legal name ascribed to TRAC, which the parties desire to correct; and

WHEREAS, County and TRAC further desire to extend the Term of the Agreement, and to amend and modify the Agreement as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

ARTICLE 1 RECITALS. The above stated recitals are true and correct and incorporated herein by reference.

ARTICLE 2 CAPITALIZED TERMS. All capitalized terms not specifically defined herein shall have the meanings as ascribed to them in the Agreement.

ARTICLE 3 TRAC. County and TRAC hereby acknowledge that TRAC’s legal name in the Agreement was incorrectly set forth as “Tampa Radio Controlled Aircraft Club, Inc.” and the parties hereby acknowledge TRAC’s correct legal name is “Tampa Radiocontrol Aircraft Club, Inc., and the parties hereby agree to modify the Agreement to reflect the correct legal name.

ARTICLE 4 SITE PLAN. Exhibit “A” to the Agreement (“Site Plan”) is deleted in its entirety and replaced with the revised Site Plan, which is attached hereto as Exhibit “A”.

ARTICLE 5 USE OF SITE. County and TRAC hereby acknowledge and agree that Article II, Section 1 of the Agreement is deleted in its entirety and replaced with the following:

1. County hereby grants to TRAC, its members and guests, a license to use and occupy the Site, as depicted on Exhibit "A", for the sole purpose of operating a RC model aircraft flying field, and for no other purpose whatsoever (the "Permitted Use"). TRAC hereby acknowledges and agrees that TRAC must receive prior written approval from County in the event TRAC desires to alter or change the Permitted Use of the Site.

ARTICLE 6 EXTENSION OF TERM. The Term of the Agreement shall be extended for three (3) years commencing on October 1, 2018 and terminating on September 30, 2021 (the "Extension Term").

ARTICLE 7 OPTIONS TO RENEW. County and TRAC hereby acknowledge and agree that Article III, Section 2 of the Agreement is deleted in its entirety and replaced with the following:

2. TRAC may request an extension of this Agreement for up to ten (10) additional successive terms of one (1) year each ("Renewal Term(s)"), subject to the same terms and conditions contained herein. TRAC shall submit the request to County's Director of Real Estate and Facilities Services Department ("Director") in writing no less than six (6) months prior to the end of the Extension Term or then current Renewal Term. Director, in his sole discretion, shall respond in writing no less than thirty (30) days prior to the expiration of the Extension Term or then current Renewal Term approving or rejecting the extension. For the purposes of effectuating the provisions of this article, the County hereby delegates the authority required herein to Director. The Term, Extension Term, and the Renewal Term(s) may hereinafter be collectively referred to as the "Term".

ARTICLE 8 EQUAL EMPLOYMENT OPPORTUNITY; NON-DISCRIMINATION. County and TRAC hereby acknowledge and agree that Article XIII of the Agreement is deleted in its entirety and replaced with the following:

ARTICLE XIII

EQUAL EMPLOYMENT OPPORTUNITY; NON-DISCRIMINATION

1. TRAC shall comply with Hillsborough County, Florida – Code of Ordinances and Laws, Part A, Chapter 30, Article II (Hillsborough County Human Rights Ordinance) as amended, which prohibits illegal discrimination on the basis of actual or perceived race, color, sex, age, religion, national origin, disability, marital status, sexual orientation, or gender identity or expression, in employment, public accommodations, real estate transactions and practices, TRAC's contracting and procurement activities, and credit extension practices.
2. TRAC shall also comply with the requirements of all applicable federal, state and local laws, rules, regulations, ordinances and executive orders prohibiting and/or relating to discrimination, as amended and supplemented. All of the aforementioned laws, rules, regulations, ordinances and executive orders are incorporated herein by reference.

ARTICLE 9 RATIFICATION OF AGREEMENT. All other terms and conditions of the

Agreement, except as amended hereby, shall remain in full force and effect. Upon execution by the parties, this Amendment shall be considered an integral part of the Agreement and shall constitute the final and entire agreement between the parties with respect to the Agreement.

ARTICLE 10 AUTHORITY TO EXECUTE. The person(s) executing this Amendment warrant they have the authority to so execute this Amendment and to bind the party on whose behalf they are signing. TRAC and the person executing this Amendment on behalf of TRAC represent and warrant that TRAC is duly organized and validly existing, that this Amendment has been authorized by all necessary parties and is validly executed by an authorized officer or agent of TRAC, and that this Amendment is binding upon and enforceable against TRAC in accordance with its terms.

ARTICLE 11 ELECTRONIC SIGNATURES AUTHORIZED. The parties agree that this Amendment may be executed by electronic signature in a manner that complies with Chapter 668, Florida Statutes, and as approved by the Hillsborough County Board of County Commissioners in Resolution R15-025 on February 4, 2015.

ARTICLE 12 MULTIPLE COUNTERPARTS. This Amendment may be executed in more than one counterpart, all of which taken together shall constitute one and the same original, and the execution of separate counterparts by the parties shall bind the parties as if they had each executed the same counterpart.

ARTICLE 13 ACCESS TO RECORDS. The County and TRAC hereby acknowledge and agree that a new Article XXIV is added to the Agreement as follows:

ARTICLE XXIV

ACCESS TO RECORDS

The parties acknowledge and agree that the statement and provisions below are required by Florida Statute to be included in this Amendment. The inclusion of this statement and provisions below shall not be construed to imply that TRAC has been delegated any governmental decision-making authority, governmental responsibility or governmental function or that TRAC is acting on behalf of County as provided under Section 119.011(2), Florida Statutes, or that the statement or provisions are otherwise applicable to TRAC. As stated below, TRAC may contact County's Custodian of Public Records with questions regarding the application of the Public Records Law; however, TRAC is advised to seek independent legal counsel as to its legal obligations. County cannot provide TRAC advice regarding its legal rights or obligations.

IF TRAC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE TRAC'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

813-272-5810,
bellottij@hillsboroughcounty.org,
601 E. Kennedy Blvd., 23th Floor, Tampa, Florida 33602.

If under this Agreement, TRAC is providing services and is acting on behalf of County as provided under Section 119.011(2), Florida Statutes, TRAC will comply with public records law, and agrees to:

- i. Keep and maintain public records required by County to perform the services.
- ii. Upon request from County's custodian of public records, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if TRAC does not transfer the records to County.
- iv. Upon completion of the Agreement, transfer at no cost to County, all public records in possession of TRAC or keep and maintain public records required by County to perform the service. If TRAC transfers all public records to County upon completion of the Agreement, TRAC shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If TRAC keeps and maintains public records upon completion of the Agreement, TRAC shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon request from County's custodian of public records, in a format that is compatible with the information technology system of County.

Failure of TRAC to comply with Chapter 119, Florida Statutes, and/or the provisions set forth above, where applicable, shall be grounds for immediate unilateral termination of this Agreement by County.

ARTICLE 14 PUBLIC ENTITY CRIMES. The County and TRAC hereby acknowledge and agree that a new Article XXV is added to the Agreement as follows:

ARTICLE XXV

PUBLIC ENTITY CRIMES

TRAC affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes, and that at no time has TRAC been convicted of a public entity crime. TRAC agrees that it shall not violate such law and further acknowledges and agrees that any conviction thereof during the term(s) of the Agreement may result in the termination of the Agreement.

ARTICLE 15 GOVERNING LAW. The County and TRAC hereby acknowledge and agree that a new Article XXVI is added to the Agreement as follows:

ARTICLE XXVI

GOVERNING LAW

The Agreement, as amended from time to time, and the use of the Site by TRAC, shall be governed and construed in accordance with the laws of the State of Florida. Venue shall be exclusively in Hillsborough County, Florida.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, County and TRAC have caused this instrument to be executed as of the date first above written, by their respective officers or parties thereunto duly authorized.

COUNTY:

ATTEST: Pat Frank,
Clerk of the Circuit Court

HILLSBOROUGH COUNTY, a political
subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
Chairman

Approved as to Legal Sufficiency

By: _____
Chief Assistant County Attorney

BOCC Doc No. _____

SIGNATURES CONTINUE ON FOLLOWING PAGE

EXHIBIT "A"

License Agreement Exhibit